

INTERGOVERNMENTAL MAINTENANCE AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF DOUGLAS

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF DOUGLAS, a municipal corporation hereinafter called "CITY".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY.

Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is the mutual benefit of the STATE and the CITY to enter into an agreement covering the maintenance of certain State Highways known as U. S. 80 and U. S. 86, which are State Highways of the STATE OF ARIZONA and which traverse the said CITY OF DOUGLAS over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said CITY, as more particularly set forth upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

- 1 The CITY shall set aside sufficient funds to accomplish the maintenance responsibilities set forth in this agreement.
2. The STATE shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the CITY as set forth by this agreement.
3. That the STATE, acting by and through its Department of Transportation shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control and responsibility to include:
  - a. Betterment of reconstruction of roadway, curbs, sidewalks, medians and channelization.
  - b. Bridges and drainage.
  - c. Guardrails and fences.
  - d. Transportation permits, such as overweight, overwidth, and overheight as prescribed by law.
  - e. Routine maintenance of roadway, median and curb.
  - f. Permits for highway right of way encroachments and use.
  - g. Removal of snow, sand, rock and other debris caused by slides or other causes.
  - h. Traffic control devices, including approved crosswalks, signs, striping and curb marking (except street name).
- 4 That the CITY shall, except as otherwise expressly provided in this agreement have jurisdiction and control over routine maintenance of:
  - a. Sidewalks.
  - b. Sprinkling.
  - c. Electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement.
  - d. Street name signs.

- e. Routine sweeping and cleaning of roadway, curb and median.
  - f. Parking signs.
5. That the CITY shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways, except as might occur temporarily during normal maintenance of intersecting streets.
  6. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the CITY. A copy of said regulations is attached hereto and marked Exhibit "D", and by reference made a part hereof.
  7. That the CITY shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The CITY will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.
  8. That the CITY will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the CITY on the State Highway right of way.
  9. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Department of Transportation.
  10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the CITY.
  11. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of February, 1981, but in no event prior to its being filed with the Secretary of State.

12. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any time with all other conditions set forth remaining in effect.
13. This Agreement shall remain in force and effect until midnight, January 31, 1982, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.
14. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.
15. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.
16. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
Arizona Department of Transportation

BY: \_\_\_\_\_  
Chief Deputy State Engineer

CITY OF DOUGLAS

BY: B. H. [Signature]

TITLE: \_\_\_\_\_

ATTEST:

[Signature]  
CITY CLERK

RESOLUTION NO. 753

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DOUGLAS, ARIZONA, TO ENTER INTO INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE MAINTENANCE OF HIGHWAYS U.S. 80 AND U.S. 86 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT:

WHEREAS, there is a need to provide regular routine maintenance along and within the major highway transportation corridors of the City of Douglas.

WHEREAS, the City is determined to provide safe transportation corridors to the citizens of Douglas and the general public.

WHEREAS, the City desires to enhance its image, to reflect its pride in the community.

WHEREAS, the attached agreement reflects joint participation by the City and State to achieve the aforementioned.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Douglas, that the City enter into an Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on being filed with the Secretary of State;

BE IT FURTHER RESOLVED, that the City Manager of Douglas is authorized, empowered and directed to execute said agreement on behalf of the City.

PASSED this 12th day of November 1981 by the Mayor and City Council of the City of Douglas, Arizona.

*Robert F. Williams, Jr.*  
MAYOR

ATTEST:

*Victoria M. Stevens*  
CITY CLERK

APPROVED AS TO FORM:

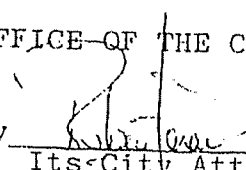
*Robert F. Williams, Jr.*  
ATTORNEY

DETERMINATION

The Office of the City Attorney of Douglas, Arizona has determined that the City of Douglas is authorized under the laws of the State of Arizona to enter into that agreement entitled Intergovernmental Maintenance Agreement between the State of Arizona and City of Douglas, Arizona, which Agreement was authorized at the City Council meeting of November 12, 1981 and by Resolution No. 753.

CITY OF DOUGLAS ARIZONA

~~OFFICE OF~~ THE CITY ATTORNEY

By   
Its City Attorney